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11 **UNITED STATES BANKRUPTCY COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN FRANCISCO DIVISION**

14 **In re:**

15 **PG&E CORPORATION,**

16 **- and -**

17 **PACIFIC GAS AND ELECTRIC**
18 **COMPANY,**

19 **Debtors.**

- 20 ☐ Affects PG&E Corporation
21 ☐ Affects Pacific Gas and Electric Company
22 ☒ Affects both Debtors
23 * *All papers shall be filed in the Lead Case,*
24 *No. 19-30088 (DM).*

25 **Case No. 19-30088 (DM)**

26 Chapter 11

27 **OBJECTION OF CLAIMANT**
28 **AMADOR WATER AGENCY TO**
PLAN SUPPLEMENT SCHEDULE
B

Hearing Date: March 27, 2020

Time: 10:00 a.m.

Place: Hon. Dennis Montali
Courtroom 17
450 Golden Gate Ave., 16th Fl.
San Francisco, CA 94102

20 Amador Water Agency (“AWA”) hereby submits this objection (the “Objection”) to
21 the Debtors’ proposed cure amount regarding its agreements with AWA as listed in the
22 Debtors’ Notice of Filing of Plan Supplement in Connection with the Debtors’ and
23 Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated March 16, 2020 (the
24 “Plan Supplement”) Dkt No. 7037.

25 Amount of Cure

26 The Plan Supplement, Dkt No. 7037 at p. 54 of 2063 lists 5 contracts with AWA and
27 a cure amount on the “Water Agreement” of “\$170,290.02.” The correct cure amount is
28 \$174,654. On its Schedule F, PG&E schedules AWA as holding an allowed liquidated claim

1 of \$174,654 (see Dkt No. 906-4, p. 21 of 568), which figure AWA accepted. In order to
2 assume its agreement with AWA, PG&E must cure the entire amount due. The cure amount
3 should be corrected to be \$174,654.

4 Identification of Agreements Being Assumed

5 The Plan Supplement lists five agreements with AWA, and provides generally as a
6 default position that PG&E is assuming all agreements. The description of the agreements,
7 however, is very abbreviated and not altogether clear. It is vital for AWA to have certainty
8 that the Plan assumes all agreements with AWA, including (and in particular) the “1985
9 Stipulation and Agreement between AWA and PG&E” (which concerns 15,000 Acre Feet of
10 water used in the Amador Water System), and including all amendments to this agreement,
11 including as amended in 1991, and as amended in Appendix B to the Jan. 31, 2004 second
12 amended AWSTP agreement, and as amended in the recent 2020 amendment.

13 Wherefore, Amador Water Agency requests that the Plan Supplement be corrected
14 and clarified as set forth above.

15
16 Dated: May 15, 2020

Parkinson Phinney

By: /s/ Thomas R. Phinney

Thomas R. Phinney

Attorneys for Amador Water Agency